# BENGALURU WEST CITY CORPORATION

# REQUEST FOR PROPOSAL

**RFP No.: BWCC /WCC/YSC/RFP/2026-27/003**

## Providing Services for Professional Sports Facility Management Operator for Operation of BWCC Youth & Sports Complex, Malleshwaram, Bengaluru

Executive Engineer
Malleshwaram
2nd cross Jaladarshini Layout, Near
Ramaiaha Hospital, Mathikere,
Bangalore-54
Karnataka

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## SECTION 1. LETTER OF INVITATION

1.1 The Bengaluru West City Corporation [BWCC], invites Proposals for **Providing Services for Professional Sports Facility Management Operator for Operation of BWCC Youth & Sports Complex, Malleshwaram, Bengaluru**

The objectives and details on the Services are provided in the attached Terms of Reference.

1.2 The successful Bidder will be selected under Quality-and Cost-Based Selection (QCBS) and in line with the procedures described in this RFP.

1.3 The RFP includes the following documents:

Section 1 - Letter of Invitation
Section 2 - Information to Bidder
Section 3 - Technical Proposal - Standard Forms
Section 4 - Financial Proposal - Standard Forms
Section 5 - Terms of Reference
Section 6 - Standard Form of Contract.

1.4 The RFP is open to all the eligible Bidder. The details of request for proposal for selection of Bidder is as follows:

# Request for Proposal for selection of Professional Sports Facility Management Operator for Operation of BWCC Youth & Sports Complex, Malleshwaram, Bengaluru

1. Bengaluru West City Corporation intends to have a Professional Sports Facility Management Operator. The Bengaluru West City Corporation is responsible for civic infrastructure and community services across its jurisdiction in Bengaluru. Malleswaram is one of Bengaluru's most densely populated and historically significant residential localities. BWCC West City Corporation proposes to professionalize the operation and management of the BWCC Youth & Sports Complex, Malleshwaram by engaging a qualified and experienced Sports Facility Management Operator. The BWCC Youth & Sports Complex, Malleshwaram is a multi-sport public facility
2. The Executive Engineer., Malleshwaram Division on behalf of the Commissioner. Bengaluru West City Corporation invites Bidders to provide Professional Sports Facility Management Operator. The method of selection for Project Management Firms shall be Quality Cost Based Selection (QCBS). The firms interested in participating in selection process must satisfy the following conditions.
    i) The firm shall be a Registered company, LLP, partnership firm, or society under applicable Indian laws, with registered office and operations in India. Consortiums permitted — all members must comply- Certificate of Incorporation / Registration; MoA/ AoA or LLP Agreement / Partnership Deed; PAN; GST Registration; IT Returns for last completed financial year to be furnished.

    ii) The firm shall have Minimum 5 years of experience in operation and management of sports facilities, coaching academies, fitness centers, or comparable leisure/community facilities. For Consortiums, the Lead Member must satisfy this criterion.

    iii) The firm should have Completed one or more similar assignments in the last 5-year, one work for a period not less than 1 year. Documents such as Work orders, completion certificates from the authorized signatory.

    iv) The Bidder (and all Consortium members) must not have been blacklisted / barred by any Central or State Government, PSU

or Urban Local Body, and must not be involved in any major litigation that may affect delivery.

v) The firm shall have Minimum average annual turnover of INR 250 Lakhs from any 2 Financial Years of the last 5 completed Financial Years (FY 20–21 to FY 2025–26). For Consortiums, the Lead Member shall fulfil 75% and consortium Member Firm must satisfy 25% and together 125% of this criterion.

vi) The bidder should have Duly executed Power of Attorney or Board Resolution authorizing the signatory to submit and execute bids. For Consortiums, additional Power of Attorney in favour of Lead Member.

vii) The firm shall have at least one Key Personnel (Director/CEO/Technical Head) must have represented India at international level in any recognized sport, OR served in a leadership capacity at a nationally recognized sports academy or center of excellence

The bidder must access tender document, submit proposals at e-procurement platform at https://kppp.karnataka.gov.in. Calendar of events are as follows:

1. Documents can be downloaded from E-portal from 2-7-2026
2. Pre bid meeting date is 6-7-2026
3. Last date for submission of RFP Document: 8-7-2026
4. Date of opening of financial proposals : 9-7-2026
5. Earnest money deposit = Rs 5,00,000/- (Rupees five lakhs only/-)

Postponement of calendar of events (if any) is only through e-Procurement portal and will not be published in newspapers.

| SI. No. | Name of the work | Earnest Money Deposit (Rs.) | Period |
|---|---|---|---|
| 1. | **Providing Services for Professional Sports Facility Management Operator for Operation of BWCC Youth & Sports Complex, Malleshwaram, Bengaluru** | 5,00,000 **through e-portal** | **60 months** |

Sd/-

**Executive Engineer,**
**Malleshwaram Division,**
**BWCC**

# SECTION 2. INFORMATION TO BIDDERS

## 2.1 INTRODUCTION

2.1.1 The Client named in the "Data Sheet" will select a firm/firms among those listed in the Letter of Invitation, in accordance with the method of selection indicated in the Data Sheet.

2.1.2 The Bidders are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet (the Proposal) for services required for the Assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signing contract with the selected Bidder.

2.1.3 The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several phases, the performance of the bidder under each phase must be up to the Client's satisfaction before work begins on the next phase.

2.1.4 The bidding firm must familiarize themselves with local conditions and take them into account while preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, bidding firms are encouraged to visit to the Client office/site before submitting a Proposal, and attending a pre-proposal conference as specified in the Data Sheet. Attending the pre-proposal conference is optional.

2.1.5 The Client will provide the inputs specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.

2.1.6 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client Office/sites are not reimbursable as a direct cost of the Assignment; and (ii) the Client is not bound to accept any of the Proposals submitted.

2.1.7 Government of Karnataka (GOK) expects bidding firm to provide professional, objective, and impartial advice and at all times hold the Client's interest's paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. bidding firm shall not be hired for any assignment that would be in conflict with their prior or current obligations to other Clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.

2.1.7.1 Without limitation on the generality of this rule, bidding firm shall not be

hired under the circumstances set forth below:

(a) A firm which has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing services for the same project. Conversely, firms hired to provide services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier consulting services) for the same project.

(b) bidding firm or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the Firms.

2.1.7.2 As pointed out in para. 2.1.7.1 (a) above, firm may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the firm should take the likelihood of continuation into account. It will be the exclusive decision of the Client whether or not to have the downstream assignment carried out, and if it is carried out, which firm will be hired for the purpose.

2.1.8 It is GOK's policy to require that firm observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the GOK:

(a) Defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practices among Firms (prior to or after submission of proposals) designed to establish prices at artificial, noncompetitive levels and to deprive GOK of the benefits of free and open competition.

(b) will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;

(d) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded GOK-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK-financed contract; and

(e) will have the right to require that, GOK to inspect firms accounts and records relating to the performance of the contract and to have them audited by auditors appointed by GOK.

2.1.9 The bidding firm shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by GOK in accordance with the above sub para 1.8 (d).

2.1.10 The bidding firm shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated in the Data Sheet.

## 2.2 CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS

2.2.1 The bidding firm may request a clarification of any item of the RFP document up to the number of days indicated in the Data Sheet before the pre-conference date. Any request for clarification must be sent in writing by paper mail, telex, facsimile, or electronic mail to the Client's address indicated in the Data Sheet. The Client will respond to such requests and will post the copies of the response (including an explanation of the query but without identifying the source of inquiry) on e-procurement portal only.

2.2.2 At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the RFP documents by amendment. Any amendment shall be issued in writing through addenda. Addenda shall be posted on e-procurement portal and will be binding on them. The Client may at its discretion extend the deadline for the submission of Proposals.

## 2.3 PREPARATION OF PROPOSAL

2.3.1 The bidding firm are requested to submit a Proposal (para 2.1.2) written in the language(s) specified in the Data Sheet.

**Technical Proposal**

2.3.2 In preparing the Technical Proposal, The bidding firm are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.

2.3.3 While preparing the Technical Proposal, firm must give particular attention to the following:

i) If a firm considers that it does not have all the expertise for the Assignment, it may obtain a full range of expertise by associating with individual firm(s) only.

ii) For assignments on a staff-time basis, the estimated number of key professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of key professional staff months estimated by the firm along with sub key and support staff, surveys and investigations required to be carried for a project.

iii) It is desirable that the majority of the key professional staff proposed shall be permanent employees of the firm or have an extended and stable working relation with the firm.

iv) Proposed key professional staff must have the minimum qualification and experience indicated in the Data Sheet.

v) Alternative key professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

vi) Reports to be issued by the firm as part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the firm's personnel have a working knowledge of the Client's official language.

2.3.4 The Technical Proposal should provide the following information using the attached Standard Forms (Section 3):

i) A brief description of the firms organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and firm's involvement.

ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).

iii) A description of the methodology and work plan for performing the assignment (Section 3D).

iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3E).

v) CVs recently signed by the proposed key professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include qualification, experience, number of years working for the firm/entity, and degree of responsibility held in various assignments during the last fifteen (15) years.

vi) Estimates of the total staff effort (professional and support staff; staff time) to be provided to carry out the Assignment, supported by bar chart diagrams showing the time proposed for each key professional staff team member. (Sections 3E and 3G).

vii) A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.

viii) Any additional information requested in the Data Sheet.

2.3.5 The Technical Proposal shall not include any financial information.

**Financial Proposal**

2.3.6 In preparing the Financial Proposal, firms are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the Assignment, including (a) remuneration for staff , and (b) reimbursables such as subsistence (per diem, housing), transportation (national and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys; and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity. The firms are required to submit the breakup of the costs upon request from the client

2.3.7 Firms shall express the price of their services in Indian Rupees.

2.3.8 The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the firm is expected to keep available the key professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the Firms who do not agree have the right not to extend the validity of their proposals.

## 2.4 SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS

2.4.1 Interested firms shall login to https://kppp.karnataka.gov.in and follow the procedures and guideline given there or call the e-proc help desk to get themselves registered in the portal. Upon registration, the firms can login and participate in the tender.

2.4.2 Downloading of tender documents, submission of proposal all will be through Government of Karnataka e-Procurement website https://kppp.karnataka.gov.in under login for Contractors. Firms must get themselves registered, acquainted and trained on the procedure of participating in e-procurement.

2.4.3 **EMD**

2.4.3.1 The Firms are requested to submit EMD as indicated in the e-Procurement portal along with the Technical Bid.

2.4.3.2 The Firm can pay the Earnest Money Deposit (EMD) in the e-Procurement portal using any of the following payment modes:

- Credit Card

- Direct Debit
- National Electronic Fund Transfer (NEFT)
- Over the Counter (OTC)

2.4.3.3 The firms bid will be evaluated only on confirmation of receipt of the payment (EMD) in the Government of Karnataka central pooling account held at designated Bank. EMD amount will have to be submitted by the supplier/Firm taking into account the following conditions:

(a) EMD will be accepted only in the form of electronic cash (and not through Demand Draft or Bank Guarantee) and will be maintained in the Govt.'s central pooling account at designated Bank until the contract is closed.

(b) The entire EMD amount for a particular tender has to be paid in a single transaction. It is responsibility of firm to ensure that payment through NEFT reaches Payment to Government of Karnataka designated Bank before Bid submission date and time, through online payment. In case of OTC Payment, the DD to be drawn in favour of "e-Procurement, Government of Karnataka "and submit to designated Bank before bid submission time and update the transaction reference in e-Procurement portal.

For details on e-Payment services refer to e-procurement portal for more details on the process.

2.4.4 The original Proposal (Technical Proposal and Financial Proposal; see para 2.1.2) shall be prepared as per RFP document.

2.4.5 An authorized representative of the firm shall digitally sign the Proposal. The representative's authorization is confirmed by a written power of attorney accompanying the Proposal.

2.4.6 The Bidder shall submit the bids separately i.e., "Technical" and "Financial" electronically online in Government of Karnataka e-Procurement portal.

2.4.7 Tenderer has all the time to modify and correct or upload any relevant document in the portal before submission on e-Procurement portal.

2.4.8 The last date and time including hours, minutes and seconds for submission will be mentioned in the portal, the bid will disappear automatically immediately after the time of submission is elapsed.

2.4.9 After the deadline for submission of proposals, the Technical Proposal shall be opened by the evaluation committee and evaluation will be done. The firms who are technically qualified will be intimated and the Financial Proposal of only qualified firms will be opened in presence of the firms who choose to attend.

## REFUND OF EMD

2.4.10 Based on the instructions of Tender Accepting Authority (TAA) the EMD amount of the unsuccessful firms will be refunded to the respective Bank accounts of the supplier/firm registered in the e-Procurement system.

2.4.11 The Earnest Money Deposit of unsuccessful firms will be returned within 30 days of the end of the proposal validity period specified in Clause 2.3.8

2.4.12 The Earnest Money Deposit of the successful firm will be discharged when the firm has furnished the required Performance Security and signed the Agreement.

2.4.13 The Earnest Money Deposit may be forfeited:

(a) if the firms withdraw the proposal after deadline for submission of proposals, during the period of proposal validity.

(b) if the firms does not accept the correction of the contract Price, pursuant to Clause 2.5.6; or

(c) in the case of a successful firm, if the firm fails within the specified time limit to (i) furnish the required performance Security deposit; or

(ii) sign the Agreement.

## 2.5 PROPOSAL EVALUATION

**General**

2.5.1 From the time the proposals are opened to the time the contract is awarded, if any Firm wishes to contact the Client on any matter related

to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the Firm's proposal.

2.5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including its approval by competent authority is obtained

**Evaluation of Technical Proposals**

2.5.3 The evaluation committee appointed by the Client as a whole, and each of its members individually evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria (typically not more than three per criteria) and point system specified in the Data Sheet.

**The Technical bids of only the firms satisfying the following criteria will be evaluated:**

i) The firm shall be a Registered company, LLP, partnership firm, or society under applicable Indian laws, with registered office and operations in India. Consortiums permitted — all members must comply- Certificate of Incorporation / Registration; MoA/AoA or LLP Agreement / Partnership Deed; PAN; GST Registration; IT Returns for last completed financial year to be furnished.

ii) The firm shall have Minimum 5 years of experience in operation and management of sports facilities, coaching academies, fitness centers, or comparable leisure/community facilities. For Consortiums, the Lead Member must satisfy this criterion.

iii) The firm should have completed one or more similar assignments for a period of not less than 1 year. Documents such as Work orders, completion certificates from the authorized signatory.

iv) The Bidder (and all Consortium members) must not have been blacklisted / barred by any Central or State Government, PSU or Urban Local Body, and must not be involved in any major litigation that may affect delivery.

v) The firm shall have Minimum average annual turnover of INR 250 Lakhs from any 2 Financial Years of the last 5 completed Financial Years (FY 2019–20 to FY 2023–24). For Consortiums, the Lead Member shall fulfil 75% and consortium Member Firm must satisfy 25% and together 125% of this criterion.

vi) The Bidder (and all Consortium members) must not have been blacklisted / barred by any Central or State Government, PSU or Urban Local Body, and must not be involved in any major litigation that may affect delivery.

vii) The bidder should have Duly executed Power of Attorney or Board Resolution authorizing the signatory to submit and execute bids. For Consortiums, additional Power of Attorney in favour of Lead Member.

viii) The firm shall have at least one Key Personnel (Director/CEO/Technical Head) must have represented India at international level in any recognized sport, OR served in a leadership capacity at a nationally recognized sports academy or center of excellence

The firm shall have at least one Key Personnel (Director/CEO/Technical Head) must have represented India at international level in any recognized sport OR served in a leadership capacity at a nationally recognized sports academy or center of excellence.

** Note: Financial Turnover and work done values of previous years (2021-22, 2022-23, 2023-24 2024-25 and 2025-26) shall be given a weight of 10% per year to bring them to the price level of the financial Year in which the tenders are invited (2026-27).*

The client will carry out the evaluation of proposals of only the firms who satisfy the above criteria on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria and marking system specified in the Data Sheet. Each responsive proposal will be given a technical score (Ts). A proposal considered unsuitable shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

**Public Opening and Evaluation of Financial Proposals; Ranking**

2.5.4 After the technical evaluation is completed, the Client shall notify those firms whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference in the e-procurement portal. The Client shall simultaneously notify the Firms that have secured the minimum qualifying mark, indicating the

date and time set for opening the Financial Proposals. The notification may be sent by registered letter, cable, telex, facsimile, or electronic mail.

2.5.5 The Financial Proposals shall be opened publicly in the presence of the firm's representatives who choose to attend. The name of the firm, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

2.5.6 The evaluation committee will determine whether the Financial Proposals are complete, (i.e., whether they have costed all items of the corresponding Technical Proposals, if not, the Client will cost them and add their cost to the initial price), correct any computational errors.

2.5.7 The lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (*St*) and financial (*Sf*) scores using the weights (*T* = the weight given to the Technical Proposal; *P* = the weight given to the Financial Proposal; *T* + *P* = 1) indicated in the Data Sheet: $S = St \times T\% + Sf \times P\%$. The Firm achieving the highest combined technical and financial score will be invited for negotiations

## 2.6 NEGOTIATIONS

2.6.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.

2.6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and Firm will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the contract. Special attention will be paid to getting the most the Firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the Assignment.

2.6.3 Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates.

2.6.4 Having selected the firm on the basis of among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the Proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff was offered in the proposal without confirming their availability, the firm may be disqualified.

2.6.5 The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the successful firm will initial the agreed contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.

## 2.7 AWARD OF CONTRACT

2.7.1 The contract will be awarded following negotiations. The firms whose offer has been accepted will be notified by the Client prior to expiration of the validity of proposal by, e-mail or facsimile or through a letter (hereinafter called the "Letter of Acceptance"). After notifying the successful Firm, the Client will promptly notify other Firms that they were unsuccessful.

2.7.2 The firm is expected to commence the Assignment on the date and at the location specified in the Data Sheet

2.7.3 Notwithstanding Clause 2.8.1 the Client reserves the right to accept or reject any proposal and to cancel the tender process and reject all proposals, at any time prior to the award of Contract, without thereby incurring any liability to the affected firm or any obligation to inform the affected firm or firms of the grounds for the Clients action.

## 2.8 PERFORMANCE SECURITY

2.8.1 Within 7 days of receipt of the Letter of Acceptance, the successful Firm shall deliver to the Client a Security deposit in any of the forms given below for an amount mentioned in data sheet

i) Banker’s cheque/Demand draft, /Pay Order in favour of Commissioner., BWCC., payable at Bengaluru
ii) A bank guarantee in the form given in appendix 5 ; or
iii) Fixed deposit receipts (FDR) Pledged in the name of Commissioner., BWCC.,

2.8.2 Performance Security deposit shall be provided to the Client not later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and type of instrument acceptable to the Client. The Security deposit shall be valid until a date 90 days from the date of expiry of contract period.

2.8.3 The Performance Security shall be furnished from any Nationalized Banks/Schedule Commercial Banks approved by Reserve Bank of India.

## 2.9 PERFORMANCE OF FIRM

**2.9.1** Firm is expected to fully adhere to all the provisions of terms of reference and shall be fully responsible for successful implementation of the Project in accordance with the provisions of the works contract agreement and other schedules agreed between the Client /Client Representative and the works contractors. Any failure of firm in notifying to the Client and works contractor on non compliance of the works contract agreement and other schedules by the works contractor, non adherence to the provisions of terms of reference and non adherence to the time schedule prescribed under terms of reference amounts to non performance of the firm. In such a condition, Client has the right to encash the performance security and terminate the contract.

## 2.10 CONFIDENTIALITY

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the Firms who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the contract.

# DATA SHEET

## Information to Firms/Firm

| No. | Section | Title | Details |
|---|---|---|---|
| 1 | 2.1.1 | Name of Client | **Executive Engineer,**<br>Malleshwaram<br>2nd cross Jaladarshini Layout, Near M S Ramaiah Hospital, Mathikere Bangalore-54<br>Karnataka<br>**E-Mail: .....** |
| 2 | 2.1.1 | **The method of selection is:** | **Quality-and Cost-Based Selection (QCBS) - 70:30** |
| 3 | 2.1.2 | Description of Assignment | Selection of Professional Sports Facility Management Operator for operation and management of the BWCC Youth & Sports Complex, Malleshwaram, Bengaluru. Contract period: 5 years from Effective Date, renewable for 3 years at sole discretion of Client after performance review.<br>Bengaluru West City Corporation invites Bidders to have a Professional Sports Facility Management Operator. |
| 4 | 2.1.2 | A Technical and a Financial Proposals are requested | YES |
| 5 | 2.1.3 | The Assignment is Phased | No |
| 6 | 2.1.4 | Preproposal conference time & date | Time & date as notified in the e-Procurement portal |
| 7 | 2.1.4 | A pre-proposal conference venue | **Executive Engineer,**<br>Malleshwaram<br>2nd cross Jaladarshini Layout, Near M S Ramaiah Hospital, Mathikere Bangalore-54<br>Karnataka |

| | | | |
|---|---|---|---|
| | | | **E-Mail: .....** |
| 8 | 2.1.5 | Clients Inputs | Providing all available data reports and access to BWCC details. |
| 9 | 2.1.7.2 | The Client envisages the need for continuity for downstream work | Yes |
| 10 | 2.1.8 | Clauses on fraud and Corruption | Sub-Clause 2.7.1 of General Conditions of Contract. |
| 11 | 2.1.10 | Clause on fraud and corruption | The firm shall not be declared ineligible for corrupt as fraudulent practices by central Govt./any state Govt. and their any undertakings |
| 12 | 2.2.1 | Clarification of any item of the RFP | Clarifications may be requested up to *one day prior to pre-proposal conference*<br>The address for requesting clarifications is:<br>**Executive Engineer,**<br>Malleshwaram<br>2nd cross Jaladarshini Layout, Near M S Ramaiah Hospital, Mathikere Bangalore-54<br>Karnataka<br>**E-Mail: .....** |
| 13 | 1.3 | Language of the Proposal | English |
| 14 | 2.3.3. (i) | Joint venture | Permitted. Maximum 2 members. Lead Member and Member Firm must execute Consortium Agreement (Section 3I) and Power of Attorney (Section 3J). |
| 15 | 2.3.3. (vi) | Language of reports | English |
| 16 | 2.3.4. (vii) | Training is an important feature of this Assignment | NO |
| 17 | 2.3.4. (viii) | Additional Information in the Technical | NIL |

<table>
<tr><td></td><td></td><td>Proposal includes</td><td></td></tr>
<tr><td>18</td><td>2.7.1</td><td>Validity of Proposal</td><td>90 (Ninety) days from the last date of submission of proposal.</td></tr>
<tr><td>19</td><td>2.4.2</td><td>Last Date and time for submission of proposal</td><td>As notified in the Government of Karnataka e-Procurement portal</td></tr>
<tr><td>20</td><td>2.1.1</td><td>The address to send information to the Client is:</td><td>Executive Engineer,<br>Malleshwaram<br>2nd cross Jaladarshini Layout, Near M S Ramaiah Hospital, Mathikere Bangalore-54<br>Karnataka<br>E-Mail: .....</td></tr>
<tr><td>21</td><td>2.5.3</td><td>Evaluation criteria for technical proposal</td><td>
<table>
<tr><th>Sl No</th><th>Details</th><th>Points</th></tr>
<tr><td>a</td><td>Organizational Credentials & Financial Stability<br>• Years in operation (5)<br>• Annual turnover range (5)<br>• Institutional profile (5)</td><td>15</td></tr>
<tr><td>b</td><td>Key Personnel — Sports Domain Expertise<br>• International sporting representation (15)<br>• National academy / centre of excellence leadership (10)<br>• Other certified sporting credentials (5)</td><td>30</td></tr>
<tr><td>c</td><td>Key Personnel — Business & Management Competence<br>• Premier institution MBA/PGDM (10)<br>• Senior business/operations leadership experience (5)</td><td>15</td></tr>
<tr><td>e</td><td>Sports Programming & Community Engagement Plan<br>• Programme breadth across all disciplines (8)<br>• Innovation and talent development framework (7)<br>• Community engagement approach (5)</td><td>20</td></tr>
<tr><td>f</td><td>Approach and Methodology — Operations & Technology<br>• Operational plan quality, technology deployment,</td><td>10</td></tr>
</table>
</td></tr>
</table>

| | | | |
|---|---|---|---|
| | | | reporting systems, safety protocols | |
| | | | g | Track Record — Comparable Assignments<br>• Govt/institutional facility management (5).<br>• Sports academy or coaching programme management (5) | 10 |
| | | | | **Total** | **100** |
| | | | **The minimum technical score required to pass is: 70 Points** | | |
| 22 | 3.7 | Financial Offer | 10% of Revenue Share and Fixed ground rent as quoted and approved by BWCC | | |
| 23 | 2.5.7 | Weight age for Technical and Financial Score | The formula for determining the financial scores is the following:<br>[Sf = 100 x Fm/F, in which Sf is the financial score, Fm is the highest ground rent for BWCC, and F the price of the proposal under consideration]<br><br>The weight age given to technical score (T) = 0.70 and Financial Score (P) =0.30 | | |
| 24 | 2.6.1 | Location for Negotiations | At Clients Office | | |
| 25 | 2.7.2 | Commencement of Assignment | Within 30 days of signing of Contract at BWCC Youth & Sports Complex, Malleshwaram | | |
| 26 | 2.8.1 | Performance Security | INR twenty-five lakhs (Rupees twenty-five lakhs only) | | |

## Illustration of Evaluation of Successful bidder using QCBS Method

| **Illustration for Evaluation of Successful bidder through QCBS** | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Sl. No** | **Company name** | **Technical Score** | **Financial Ground Rent** | **70% of technical score** | **30% of finance score** | **QCBS Score** | **Highest Ground Rent amount** |
| 1 | Company 01 | 80 | 10,00,000 | 56 | 20.00 | 76 | 15,00,000 |
| 2 | Company 02 | 80 | 15,00,000 | 56 | 30.00 | 86 | |
| 3 | Company 03 | 90 | 12,00,000 | 63 | 24.00 | 87 | |
| **Company 03 will be successful bidder with Highest technical marks (87)** | | | | | | | |

**and Modest ground rent offer of 12.00 lakhs per annum to BWCC apart from 10% fixed revenue sharing**

**Calculation of technical score =** 70% of Bidder earned technical score

**Calculation of technical score =**

((30 X Ground offered by Bidder))/ Highest Ground Rent amount among bidders

**Letter of Acceptance (Clause 2.7.1)**

(letter head paper of the Client)

_____[date]

To: _____

[name and address of the Firm]

Dear Sirs,

This is to notify you that your proposal dated**.....** for **Providing Services for Professional Sports Facility Management Operator for Operation of BWCC Youth & Sports Complex, Malleshwaram, Bengaluru**

for the Contract Price of Rupees**.....**( ) [amount in words and figures], as corrected and modified is hereby accepted by our Department

You are hereby requested to furnish Performance Security deposit in the form detailed in Clause 2.8.1 of Information To Firms for an amount of Rs. **.....** within 15 days of the receipt of this letter of acceptance valid up to 90 days from the date of expiry of contract period i.e. up to **.....** and sign the contract, failing which action will be taken as per clause 2.4.14 of instruction to firms.

Yours faithfully,

# SECTION 3. TECHNICAL PROPOSAL - STANDARD FORMS

3A. Technical Proposal submission form.

3B. Bidder’s references.

3C. Comments and suggestions on the Terms of Reference

3D. Description of the methodology and work plan for performing the assignment.

3E. Power of Attorney of Authorized Signatory.

3F. Undertaking for Experience and Qualification in Sports Facility Management.

3G. Undertaking for Key Personnel, Coaches, and Deployment of Resources.

3H. Financial Capacity Certificate.

3I. Consortium Agreement Format

3J. Power of Attorney for Lead Member of Consortium

3k. Checklist for Technical Forms

# 3A. TECHNICAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

FROM: (Name of FIRM)

To,

**Executive Engineer,**
Malleshwaram
2nd cross Jaladarshini Layout, Near M S Ramaiah Hospital, Mathikere
Bangalore-54
Karnataka
**E-Mail: .....**

Ladies/Gentlemen:

**Subject: Providing Services for Professional Sports Facility Management Operator for Operation of BWCC Youth & Sports Complex, Malleshwaram, Bengaluru-**regarding Technical Proposal.

We, the undersigned, offer to provide the services for the above in accordance with your Request for Proposal dated [*Date*]. We are hereby submitting our Proposal which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope in Government of Karnataka e-Procurement portal.

If negotiations are held during the period of validity of the Proposal, i.e., before [*Date*] we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We understand you are not bound to

accept any Proposal you receive. We

remain,

Yours sincerely,

**Authorized Signatory**:
Name and Title of Signatory:
Name of firm:
Address:

## 3B. BIDDERS'S REFERENCES

### Relevant Services Carried Out in the Last Five Years That Best Illustrate Qualifications

Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

**A. Details of the Bidder**

| **Criterion** | **Details** |
|---|---|
| Name of Company / Firm | |
| Country and Date of Incorporation / Registration | |
| Type of Entity | [ ] Company [ ] LLP [ ] Partnership [ ] Society [ ] Other |
| If Consortium: this entity is | [ ] Lead Member [ ] Member Firm |
| Years of experience in sports / facility management | |
| Main lines of business | |
| Registered Office Address | Address: Contact Person: Phone: Email: |
| Authorized Signatory for this Bid | Name: Designation: Phone: Email: |
| PAN (self-attested copy | Number: Enclosed: [ ] Yes [ ] No |

| | |
|---|---|
| enclosed) | |
| GST Registration (self-attested copy) | Number: Enclosed: [ ] Yes [ ] No |

**B. Summary of Experience in Sports / Facility Management (Last 5 Year)**

| Sl. | Name of Client | Assignment / Facility | Sports / Services Provided | Location & Duration | Value (Rs Lakhs) |
|---|---|---|---|---|---|
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |

## 3C. COMMENTS AND SUGGESTIONS OF FIRMS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE CLIENT

On the Terms of Reference:

1.

2.

3.

4.

5.

On the data, services, and facilities to be provided by the Client

1.

2.

3.

4.

5.

## 3D. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

**FIRM'S NAME:**

Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following two chapters:

a. Technical Approach and Methodology, and
b. Work Plan.

a. Technical Approach and Methodology: In this chapter the agency should explain their understanding of the objectives of the Assignment/job, approach to the Assignment/job, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. Agency should highlight the problems being addressed and their importance, and explain the technical approach the agency would adopt to address them. Agency should also explain the methodologies they propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b. Work Plan: The firm should propose and justify the main activities of the Assignment/job, their content and duration, phasing and

interrelations, milestones (including interim approvals by the Employer), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the Terms Of Reference(TOR) and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here.

Shortlisted Bidders shall make a detailed Technical Presentation to the Evaluation Committee on the following aspects:

- Experience with comparable sports facility management assignments, including experienced staff from previous projects
- Feasibility assessment and site understanding, including proposed sports programming for each discipline available at the Complex
- Approach and methodology for managing the facility: concept plan, operations plan, coaching structure, community engagement, and growth plan
- Understanding of technical and commercial risks, and proposed risk mitigation strategies
- Resource deployment plan: team structure, Key Personnel availability, and staffing plan
- Innovative ideas to enhance the sports experience and community impact of the facility

The proposed CEO/Director and at least two Key Personnel must be present in-person during the presentation. A soft copy of the presentation must be submitted to the Evaluation Committee at the time of presentation.

## 3E. POWER OF ATTORNEY OF AUTHORISED SIGNATORY

(Required for companies, LLPs, and partnership firms. For sole proprietorships, required only if the Proprietor is not the signing authority)

Know all men by these presents, We …….. (Name and registered address of the firm) do hereby irrevocably constitute, nominate, appoint and authorise Mr/Ms ……., as our true and lawful attorney (the “Authorised Signatory”) to do in our name and on our behalf all such acts, deeds and things as are necessary or required in connection with

the submission of our Proposal for Selection of Professional Sports Facility Management Operator for the BWCC Youth & Sports Complex, Malleshwaram by BWCC West City Corporation, including but not limited to signing and submission of all applications, bids and documents, participation in Pre-Bid Conference and presentations, and execution of all contracts consequent to acceptance of our bid.

IN WITNESS WHEREOF WE have executed this Power of Attorney on this ……. day of ……., 20….

For ……
(Signature, Name, Designation and Address) [Notarised]

## 3F. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY PROFESSIONAL STAFF(SPORTS FACILITY MANAGEMENT)

(On the Letterhead of the Bidder)

TO: Executive Engineer, Malleshwaram Division, Bengaluru West City Corporation, Bengaluru

Subject: Proposal for “Selection of Professional Sports Facility Management Operator — BWCC Youth & Sports Complex, Malleshwaram” – Undertaking regarding Experience and Qualification

I/We do hereby undertake the following:

1. M/s _____ [Name of Bidder] have at least 3 (three) years of experience in the operation and management of sports facilities, coaching academies, fitness centres, or comparable community recreation facilities. Our total years of relevant experience as of the date of this tender is ____ years ___ months.
2. We have experience in providing the following sports / fitness / recreation services for our clients:

| Sl. | Year | Name of Client / Facility | Location | Sports / Services Operated |
|---|---|---|---|---|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |

3. M/s _____ holds the following certifications / accreditations / affiliations relevant to sports management:

| Sl. | Certification / Accreditation | Issuing Authority / Institute | Date of Issue | Date of Validity |
|---|---|---|---|---|
| 1 | | | | |
| 2 | | | | |

Authorised Signatory: _____

Name and Title: _____

Name of Bidder: _____

# 3G. UNDERTAKING FOR KEY PERSONNEL, COACHES, AND DEPLOYMENT OF RESOURCES

(On the Letterhead of the Bidder)
I/We do hereby undertake that the following Key Personnel shall be deployed on the project and am enclosing applicable qualifications and credentials for each:

**A. Senior Leadership Team**

| Sl. | Name | Position | Highest Qualification | Sporting Career / Academy Background | Business / Management Experience |
|---|---|---|---|---|---|
| 1 | | Director / CEO | | | |
| 2 | | CSO / Ops Head | | | |
| 3 | | Sports Technical Advisor | | | |
| 4 | | Facility Manager (On-site) | | | |

**B. Head Coaches (per Discipline)**

| Sl. | Name | Sport / Discipline | Certifications / Qualifications | Experience (years, assignments) |
|---|---|---|---|---|
| 1 | | Table Tennis | | |
| 2 | | Martial Arts | | |
| 3 | | Gymnasium / Fitness | | |
| 4 | | Cricket / Other | | |

I/We undertake that if awarded the contract:

- All personnel deployed for conducting sports and coaching activities shall hold valid certifications from competent authorities in their respective disciplines.
- Any change to Key Personnel during the contract term will be communicated to the Client in advance, and new personnel shall be of equivalent or higher qualification.
- Failure to abide by these conditions may result in forfeiture of EMD, forfeiture of Performance Security, or termination of contract.

Authorised Signatory: _____
Name of Bidder: _____

# 3H. FINANCIAL CAPACITY CERTIFICATE

(On the Letterhead of the Chartered Accountant / Statutory Auditor / Independent Auditor)

We have verified the relevant records of M/s. _____ [Name of the Bidder] and certify that their annual turnover in the last 5 Financial Years is as follows:

| FY 2020-21 | FY 2021-22 | FY 2022-23 | FY 2023-24 | FY 2024-25 | FY 2025-26 |
|---|---|---|---|---|---|
| INR _____ Lakhs | INR _____ Lakhs | INR _____ Lakhs | INR _____ Lakhs | INR _____ Lakhs | INR _____ Lakhs |

This certificate is issued to be produced before BWCC  West City Corporation for “Selection of Professional Sports Facility Management Operator, BWCC  Youth & Sports Complex, Malleshwaram”.

(Seal and Signature of Auditor)

Name of Audit Firm: _____

CA Membership Number: _____

Date: _____

## 3I Consortium Agreement Format

(To be executed on non-judicial stamp paper of appropriate value)

MEMORANDUM OF UNDERSTANDING between _____ and _____

Whereas Bengaluru West City Corporation (the “Client”) has invited proposals for Selection of Professional Sports Facility Management Operator for the BWCC Youth & Sports Complex, Malleshwaram (the “Project”).

And whereas _____ (the “Lead Member”) and _____ (the “Member Firm”) have agreed to form a Consortium to provide the said services.

Now therefore, it is agreed as follows:

1. _____ shall be the Lead Member and _____ shall be the Member Firm.
2. The Lead Member shall be responsible for overall administration of the contract, shall be the authorised representative of the Consortium, and shall conduct all business for and on behalf of the Consortium.
3. All Consortium partners undertake to be jointly and severally responsible for all obligations and liabilities under this Contract.
4. If selected, a detailed contract specifying the role and inputs of each member shall be submitted to the Client.

## 3I Power of Attorney for Lead Member of Consortium

1. Whereas Bengaluru West City Corporation (the “Authority”) has invited bids for Selection of Professional Sports Facility Management Operator for the BWCC  Youth & Sports Complex, Malleshwaram.

2. We, the undersigned Members of the Consortium, do hereby irrevocably nominate and appoint M/s _____ as the Lead Member and true and lawful attorney of the Consortium, with full authority to conduct all business for and on behalf of the Consortium during the bidding process and upon award of the Contract.

3. IN WITNESS WHEREOF we have executed this Power of Attorney on this ……. day of ……., 20….

## 3K Checklist for Technical Forms

| Sl. | Form | Enclosed? | Comments |
|---|---|---|---|
| 1 | 3A. Technical Proposal Submission Form | [ ] Yes [ ] No | |
| 2 | 3B. Bidder's References and Organisational Profile | [ ] Yes [ ] No | |
| 3 | 3C. Comments on Terms of Reference | [ ] Yes [ ] No | |
| 4 | 3D. Methodology and Work Plan (for Presentation) | [ ] Yes [ ] No | |
| 5 | 3E. Power of Attorney of Authorised Signatory | [ ] Yes [ ] No | |
| 6 | 3F. Undertaking for Experience and Qualification | [ ] Yes [ ] No | |
| 7 | 3G. Undertaking for Key Personnel and Coaches | [ ] Yes [ ] No | |
| 8 | 3H. Financial Capacity Certificate from CA | [ ] Yes [ ] No | |
| 9 | 3I. Consortium Agreement (if applicable) | [ ] Yes [ ] No | |
| 10 | 3J. Power of Attorney for Lead Member (if applicable) | [ ] Yes [ ] No | |

# SECTION 4. FINANCIAL PROPOSAL - STANDARD FORMS

4A. Financial Proposal submission form.

## 4. FINANCIAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

FROM: (Name of Bidder)

To,

**Executive Engineer,**
Malleshwaram
2nd cross Jaladarshini Layout, Near M S Ramaiah Hospital, Mathikere Bangalore-54
Karnataka
**E-Mail: .....**

Ladies/Gentlemen:

Subject: **Providing Services for Professional Sports Facility Management Operator for Operation of BWCC Youth & Sports Complex, Malleshwaram, Bengaluru-**regarding Financial Proposal.

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated [*Date*]. Our attached financial proposal is for the sum of [*Amount in words and figures*].
Revenue Share [10% of the Total Revenue Earned] Plus

| **Parameter** | **Bidder's Offer** |
|---|---|
| Annual Fixed Ground rent (INR) to the BWCC | INR _____ |

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

**Authorized Signatory**:
Name and Title of Signatory:
Name of the Firm:
Address:

# 5. TERMS OF REFERENCE AND SCOPE OF SERVICES

## 5.1 BACKGROUND

The Bengaluru West City Corporation is responsible for civic infrastructure and community services across its jurisdiction in Bengaluru. Malleshwaram is one of Bengaluru's most densely populated and historically significant residential localities. Bengaluru West City Corporation proposes to professionalize the operation and management of the BWCC Youth & Sports Complex, Malleshwaram by engaging a qualified and experienced Sports Facility Management Operator.

## 5.2 ABOUT THE PROJECT SITE — BWCC YOUTH & SPORTS COMPLEX, MALLESHWARAM

The BWCC Youth & Sports Complex, Malleshwaram is a multi-sport public facility spread across five floors with approximately 27,802 sq ft of usable area. The complex currently houses the following infrastructure

| Floor | Hall / Area | Size |
|---|---|---|
| Ground Floor | Table Tennis Hall | 2,400 sq ft |
| | Activity Hall | 1,120 sq ft |
| | Commercial Hall | 1,650 sq ft |
| First Floor | Kabaddi Hall | 3,977 sq ft |
| | Chess Room | 1,392 sq ft |
| | Gymnasium | 2,640 sq ft |
| Second Floor | Martial Arts Hall | 4,018 sq ft |
| | Dance / Multipurpose Hall | 2,640 sq ft |
| Terrace Floor | Open Hall | 5,125 sq ft |
| | Cricket Nets Terrace | 2,840 sq ft |
| Basement | Parking & Utility | — |

The Client may also engage the selected Operator for additional areas or activities on mutually agreed terms and conditions

## 5.3 OBJECTIVES

BWCC West City Corporation proposes to engage a qualified and experienced Sports Facility Management Operator for the operation, management, programming, and maintenance of the BWCC Youth & Sports Complex at Malleshwaram, Bengaluru. BWCC ’s vision is to transform the Complex into a Centre of Sports Excellence for West Bengaluru, delivering world-class sports programming, structured coaching, talent development, and community engagement for residents of all ages and backgrounds

## 5.4 CONTRACT PERIOD

The Contract will be for a period of 5 (five) years commencing from the Effective Date. The Contract may be renewed for a further period of 3 (three) years or for a lesser period at the sole discretion of the Client after a satisfactory performance review conducted 3 months before the end of the Contract Period.

## 5.5 SCOPE OF SERVICES

The scope of services is general but not exhaustive. Services shall be provided in accordance with the true intent and meaning, regardless of whether specifically described, and shall be governed by the provisions of the Contract

### 5.5.1 Sports Programming & Coaching

The Operator shall:

- Design, implement, and manage structured coaching programmes across all sports disciplines available at the Complex
- Recruit, supervise, and evaluate coaches with certified credentials and requisite qualifications appropriate to each discipline

- Operate morning, afternoon, and evening batches to maximise facility utilisation across all age groups
- Establish a talent identification pipeline for promising young athletes, in coordination with relevant state sports associations
- Organise tournaments at the Complex at periodic intervals

### 5.5.2 Facility Operations & Maintenance

The Operator shall:

- Undertake day-to-day management of all sports infrastructure including halls, courts, equipment, and utilities under the Operator's purview
- Maintain housekeeping and hygiene standards across all areas of the Complex
- Manage security operations in coordination with BWCC 's assigned personnel
- Upkeep civil and structural elements, electrical systems, plumbing, and common area infrastructure within the scope mutually agreed with BWCC

### 5.5.3 Community & Social Programmes

The Operator is encouraged to consider the following community-oriented initiatives as part of their programming approach. These are guiding aspirations and will be evaluated favorably during technical assessment:

- Reservation of a portion of training slots for underprivileged youth and government school children at subsidized or concessional rates
- Dedicated programmes for senior citizens including fitness, yoga, and wellness activities
- Sports programmes specifically designed for girls and women, including dedicated coaching batches
- Periodic community sports events open to residents of the locality

Bidders are encouraged to describe their community engagement approach in the Technical Proposal and to quantify commitments wherever possible.

### 5.5.4 Operation of Sports Activities

- The Operator must commence operations at the Complex within 30 (thirty) days from the date of signing of the Contract.
- The Operator shall ensure that the quality of sports activities and related services is consistent with recognised national standards.
- The Operator shall be solely responsible for obtaining all necessary sanctions, licences, consents, clearances, and approvals for the operation of sports activities. The Operator shall be responsible for keeping all such documents valid throughout the term of the Assignment.
- A briefing shall be provided to all participants before commencement of any activity, explaining safety guidelines, rules, and procedures applicable to that activity.
- The Operator shall ensure that no participants undertake any sports activity independently without adequate supervision by a certified coach or instructor.
- All staff of the Operator working on the premises shall carry identity cards with photographs, displayed as chest badges while working.

### 5.5.5 Standard Operating Procedures

The Operator must maintain and update Standard Operating Procedures (SOPs) for all sports disciplines and operational areas. SOPs must cover, at minimum: safety protocols; emergency action plans; incident and accident reporting; equipment inspection and maintenance; participant screening (age, health); and feedback mechanisms. SOPs must be submitted to BWCC prior to commencement of operations.

### 5.5.6 Documentation

The Operator must maintain, at minimum, the following documentation:

- Details of all coaches, instructors, and support staff including copies of certifications and experience records
- Copies of all permits, licences, and insurance policies
- Member / participant enrolment records and attendance logs
- Details of infrastructure, facilities, and equipment in use at the Complex
- Current emergency contact list and Emergency Action Plan

### 5.5.7 Infrastructure and Facilities

- The Operator shall be responsible for all consumables, sports equipment purchased by the Operator, and the internal fitments / improvements created by the Operator at their own cost.
- The Operator shall coordinate with BWCC and obtain written approval before undertaking any construction, alteration, or upgrade works at the facility. Any works undertaken without written approval shall constitute an Operator Event of Default.
- Infrastructure of a permanent nature created by the Operator shall be handed over to BWCC on an as-is-where-is basis at the end of the Contract Period. Semi-permanent and movable assets shall remain the property of the Operator and may be removed upon notification to BWCC.

## 5.6 Manpower and Team Structure

- The Operator shall make available a qualified multi-disciplinary team comprising trained and certified personnel throughout the term of the Assignment.
- All personnel engaged by the Operator for coaching or instruction must hold necessary certifications in their respective discipline from a recognised authority.

- The Operator shall be responsible for supervision, execution, and successful implementation of all services. Adequate manpower must be committed to meet all obligations under the scope of work.
- The Operator shall propose a Project Director / Facility Manager with at least 5 years of relevant experience to oversee the planning, setup, and daily operations of the Complex.
- The Operator shall submit profiles of all Key Personnel and coaches to BWCC for approval at least 15 days before commencement of operations. Any changes to Key Personnel during the contract term must be communicated in advance.
- The Operator shall be liable for all salaries, wages, statutory benefits, and compliance obligations for their staff. No staff of the Operator, at any stage, shall be entitled to claim employment by BWCC.

### 5.7 Revenue Collection

- The Operator shall have the right to fix, demand, collect, and revise prices for activities subject to approval from BWCC. The rates shall be maximum limited to the rates as listed in the table provided for each sport. BWCC 's inputs on pricing shall be sought, especially for community and concessional categories.

| Sl. No | Sport / Activity | Coaching Rate | Booking Rate |
|---|---|---|---|
| 1 | Table Tennis | ₹1,800–2,000/month | ₹200/hr |
| 2 | Martial Arts | ₹1,000–1,200/ month | Batch-based |
| 3 | Yoga / Aerobics | ₹1,000–1,200/ month | ₹150–200/ session |
| 4 | Gymnasium | ₹500–800/ month | ₹100–150/ session |
| 5 | Cricket Nets | ₹2,000–2,500/ month | ₹400–600/hr |
| 6 | Board Games | ₹800–1,000/ month | ₹80–100/hr |
| 7 | Pickleball | ₹1,200–1,500/ month | ₹300–400/hr |
| 8 | Toddlers Gym | ₹1,500–2,000/ month | ₹200–250/ session |

- The Operator shall mandatorily use POS machines or digital payment systems for fee collection and shall provide receipts / vouchers to all customers. There shall be no any type of transactions associated with cash payment.
- Bookings will have the option of being blocked online.
- At the end of every six months during the Contract Period, the Operator shall provide a detailed revenue breakup and audited financial statements.
- An escrow account shall be opened between the BWCC and the operator, All the revenue shall be collected to this escrow account

## 5.8 Payment by Operator to BWCC

**Ground Rent:** The ground rent shall be paid to BWCC by successful bidder in advance at the start of the financial year. Any delay in making Revenue Share Payment shall entail interest at 12% per annum from the due date till the date of actual payment.

**Revenue Share:** The Operator shall pay a Revenue Share Payment of 10% to BWCC at the end of each quarter.

Revenue Share Payment for Quarter = 10 % × Net Revenue for Quarter (Gross Revenue less applicable GST/Cess).

The operator shall pay a ground rent as quoted and agreed under this contract

On completion of every three years from the Commencement Date, the Client reserves the right to review performance and renegotiate the Revenue Share percentage or Management Fee on mutually agreeable terms.

Any delay in making Revenue Share Payment shall entail interest at 12% per annum from the due date till the date of actual payment.

## 5.9 Reporting Requirements

Weekly Activity Report

The Operator shall submit a weekly activity report to the Client with details of activities conducted, number of participants, and revenue collected for the week. Format to be mutually agreed.

Monthly Meeting

The Facility Manager along with relevant Key Personnel shall meet with BWCC ’s nominated point of contact at least once a month to review operational performance, discuss the work plan for the coming month, and address challenges.

Quarterly Review Meeting

The Project Director along with Key Personnel shall meet with BWCC ’s authorized representative at least once every 3 months to review performance, discuss the quarterly work plan, assess improvements, and address challenges.

Monthly Progress Report

The Operator shall submit a Monthly Progress Report to BWCC by the 15th of the following month. The report shall include: participant numbers per discipline, revenue summary, staffing update, and any issues or concerns. First report due no later than 45 days from commencement.

Quarterly Progress Report

Due within 5 working days after each 3rd Monthly Progress Report. Shall include 3-month performance summary, revenue breakup, and areas of improvement.

Annual Report

Due after 12 months from commencement and each anniversary thereof. Shall include full-year performance summary, revenue and cost breakup, and plan for the next year.

## 5.10 Obligations of the Selected Operator

- Perform all services with due diligence, efficiency, and economy in accordance with recognized professional standards
- Ensure safe operation of all sports activities and manage associated risks through appropriate supervision, training, and protocols
- Protect the physical integrity of the facility and not cause damage to any BWCC property
- Comply with all applicable laws, regulations, and guidelines issued by Central or State Government bodies relevant to sports facility operations
- Maintain cleanliness and hygiene across all areas of operation and ensure proper waste management
- Remit Revenue Share Payments to BWCC as per the terms of the Contract (under Model A)
- Maintain high professional ethics and confidentiality on all matters relating to the assignment
- Provide BWCC with prompt written notice of any event that may jeopardize the ability to perform obligations under this Contract
- Not generate any financial liabilities or encumbrances on BWCC from subcontractors, banks, or other parties

### 5.11 Obligations and Reserved Rights of the Client (BWCC)

- BWCC shall facilitate the Operator on a best-effort basis in obtaining necessary sanctions, consents, and approvals for the assignment
- BWCC shall not be liable for lost revenues, lost profits, or other consequential damages arising from performance of the Contract
- BWCC is not vicariously liable for any act of the Operator. The Operator alone shall be liable for any violation of applicable law and shall indemnify BWCC from all claims
- Any decision of BWCC with respect to the operation of the Complex under this Contract shall be final and binding on the Operator

- Non-exclusivity: BWCC does not assure the Operator of any exclusivity at any point during the Contract Period

## 5.12 Termination

1. Except as provided in Clause 3 below, the Contract could be terminated by either side by giving Six months' notice in writing. If the notice period is not given or if a shorter notice is given by the operator, the entire security deposit shall be forfeited. Any other costs and or damages incurred by the BWCC to maintain the services contracted to the operator, on account of such short notice will be deducted from the dues payable to the operator or shall be paid by the operator on demand if such dues fall short of such costs.
2. Insolvency and breach of contract: The BWCC may, at any time, by notice in writing summarily terminate the contract without compensation to the Contractor in any of the following events, i.e. to say:

A. If the operator being an individual or a firm any partner in the his firm shall be adjudged insolvent or shall have a receiving order to order for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency act for the time being in force or make any conveyance or assignment of his effects or enter into any arrangement or composition with his creditors or suspend payment, or if the firm be dissolved under the Partnership Act, or

B. If the operator being a company shall pass a resolution or the court shall make an order for the liquidation of its affairs, a receiver or manager on behalf of the debenture holders shall be appointed or circumstance shall have arisen which entitle the court or debenture holders to appoint a receiver or manager, or

C. If the operator commits any breach of contract not herein specifically provided always that such determination shall not prejudice any right of action or remedy which shall have then accrued or shall accrue thereafter to the Centre for any extra expenditure he is thereby put to but shall not be entitled to any gain on re- tender.

D. In the event of inadequate or unsatisfactory performance of duties by the operator, the BWCC shall have the right to bring to the notice of the operator the default(s) on their part and the operator shall ensure that the said default(s) is /are not repeated and /or are duly remedied, within a period of three days from the receipt of the said notice.

Failing such remedial action, or in the event of the said default(s) being inadequately corrected, the BWCC shall have the right to immediately terminate the agreement.

3. Notwithstanding any other clause herein, if there is any act of omission by the operator or the his employees which jeopardizes the safety/security of the facility including, but not limited to:
    a. Theft or pilferage of property
    b. Fire, flooding, breakage or damage
    c. Violence or physical attack on the Campus
    d. Any act or incident which may prove detrimental to the interests of BWCC- the contract would be terminated without any notice. Further, the operator would be levied penalties, as appropriate as deemed by BWCC.
    e. The decision of the Commissioner, BWCC shall be final in such matters.

## 5.13 PENALTY

1. The operator shall pay any claim made by the BWCC of any deficiency (both tangible and intangible) in service. It may be noted that the BWCC shall have the right to forfeit the Security Deposit in full or part for any due/damages caused by the contractor. If the Security Deposit or outstanding bills of the operator is found inadequate, then such monetary recoveries shall be affected from any amount payable to the operator against this or any other contract until the dues of the BWCC are fully settled. And BWCC shall retain the rights to take over the escrow account to collect such penalties.

The penalties for the unsatisfactory services shall be as below :

a. In case of shortage of manpower against the manpower agreed between operator and BWCC, an amount proportionate to the shortage of manpower, taking into account number of employees as well as duration shall be imposed on the operator.
b. Further each occurrence of absenteeism in excess of 20% per week for 3 continuous two weeks, will entail a penalty of 2% of the net revenue, subject to a maximum of 20%.

2. For various lapses, the quantum of penalty shall be as follows:

a. Non-compliance of environment friendly wastedisposal methods. Rs.10000.00 per instance
b. Not keeping the premises clean and hygienic Rs.5000.00/day
3. In the event of appeal for such penalties, the decision of Executive Engineer, BWCC shall be final and binding upon the operator.

4. DAMAGES AND LOSSES

All the equipment and the items at site stands at the risk and sole charge of the operator who shall deliver in proper condition at the time of annual stock taking to be done by BWCC. Any shortfall shall be immediately made good by the operator by replacement. The operator or his representative shall be present during the stock taking. If the contractor or his representative does not make themselves available, the stock taking shall be conducted in their absence, which will be binding on them.

All the equipment's, infrastructure shall be handed over to BWCC in serviceable and good condition upon termination of the contract

5. COMPLAINTS

The operator shall keep a suggestion box to be provided by BWCC to record any suggestion/complaints on performance of services by public, participants for perusal of operator to ensure that prompt action has been taken on such complaints and measures taken to avoid their re-occurrence. The contractor shall attend to all the complaints and address as early as possible to the satisfaction of BWCC.

## SECTION VI: CONTRACT FOR BIDDER"S SERVICES

**between**

**[Name of Client]**

**and**

---

**[Name of Firms]**

**Dated :**

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## I. FORM OF CONTRACT

This CONTRACT (hereinafter called the "Contract") is made the _____day of the month of **.....,** 2024 between, on the one hand, **Executive Engineer,**Malleshwaram
2nd cross Jaladarshini Layout, Near M S Ramaiah Hospital, Mathikere
Bangalore-54
Karnataka (hereinafter called the "Client") and, on the other hand**,** **.....**(hereinafter called the "Firms").

WHEREAS

(a) the Client has requested the Firms to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");

(b) the Firms, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract.

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract: (a) The General Conditions of Contract (hereinafter called "GC");

(b) The Special Conditions of contract (hereinafter called "SC");

(c) The following Appendices:

| | | |
|---|---|---|
| Appendix A: | Description of the Services | |

| | | |
|---|---|---|
| Appendix B: | Deliverables by firms and performance of Firms/Reporting requirements | |
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| Appendix F: | Form of Guarantee for performance security deposit | _____ |
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2. The mutual rights and obligations of the Client and the Firms shall be as set forth in the Contract, in particular:

(a) The Firms shall carry out the Services in accordance with the provisions of the Contract;
and

(b) the Client shall make payments to the Firms in accordance with the provisions of the
Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF
OF [NAME OF CLIENT]

By
(Authorized Representative)

FOR AND ON BEHALF
OF [NAME OF FIRM]

By
(Authorized Representative)

[***Note**: If the Firms consist of more than one entity, all of these entities should appear as signatories, e.g., in the following manner*:]

FOR AND ON BEHALF OF EACH OF

THE MEMBERS OF THE

FIRMS [Name of Member]

By
(Authorized

Representative) [Name of

Member]

By
(Authorized Representative)

etc
.

# II. GENERAL CONDITIONS OF CONTRACT

## 1. GENERAL PROVISIONS

### 1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

(a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;

(b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;

(c) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1

(d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;

(e) "GC" means these General Conditions of

Contract;

(f) "Government" means the Government of

Karnataka;

(g) "Local currency" means Indian Rupees;

(h) "Member", shall be the authorized representative of the Firm specified in the SC to act on their behalf in exercising all the Firms’ rights and obligations towards the Client under this Contract.

(i) "Party" means the Client or the Firms or firm, as the case may be, and Parties means both of them;

(j) "Personnel" means persons hired by the Firms or by any Sub-Firm as employees and assigned to the performance of the Services or any part thereof; and ‘key personnel’ means the personnel referred to in Clause GC4.2 (a)

(k) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;

(l) "Services" means the work to be performed by the firm pursuant to this Contract as described in Appendix A; and

(m) "Sub-contractor" means any entity to which the firm subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.

(n) ‘Third party” means any person or entity other than the Government, the Client, the Firms, or a Sub-Firm.

(o) “operator” means the agency selected as service provider under this contract

(p) “Client” means the BWCC

(q) “Net Revenue” means Gross Revenue less applicable GST and any other tax or cess payable by the Operator under Applicable Law

(r) “ground rent” means the fixed rent paid by operator to BWCC

## 1.2 Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

## 1.3 Language

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

## 1.4 Notices

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, e-mail, fax or facsimile to such Party at the address specified in the SC.

## 1.5 Location

The location is sports center at Malleswaram, Bengaluru .

## 1.6 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Firms may be taken or executed by the officials specified in the SC.

## 1.7 Taxes and Duties

The Firms, Sub-Firms and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price. however, GST shall be paid separately by the client.

# 2. Commencement, Completion, Modification and termination of Contract

## 2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is

signed by both Parties or such other later date as may be stated in the SC.

2.2 **Commencement of Services**

The Firms shall begin carrying out the Services within thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SC.

2.3 **Expiration of Contract**

Unless terminated earlier pursuant to Clause 2.7, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.

2.4 **Modification**

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.5 **Force Majeure**

2.5.1 **Definition**

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 **No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 **Extension of Time**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to

perform such action as a result of Force Majeure.

2.5.4 **Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the firm shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 **Suspension:**

The Client may by written notice of suspension to the firm, suspend all payments to the Firms hereunder if the Firms fail to perform any of their obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the firm to remedy such failure within a period not exceeding thirty (30) days after receipt by the Firms of such notice of suspension.

**2.7 Termination**

2.7.1 **By the Client**

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the firm, to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause 2.7.1 and sixty (60) days' in the case of the event referred to in (f):

(a) if the Firms do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;

(b) if the Firms (or any of their Members) become insolvent or bankrupt;

(c) if, as the result of Force Majeure, the Firms are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(d) if the Firm, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practice among Firms (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive GOK of the benefits of free and open competition.

(e) Any events listed in SC.

(f) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.7.2 **By the Firms**

The Firms may terminate this Contract, by not less than thirty (30) days written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 2.7.2:

(a) if the Client fails to pay any money due to the Firms pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the Firms that such payment is overdue;

(b) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same with in forty-five (45) days (or such longer period as the Firms may have subsequently approved in writing) following the receipt by the Client of the Firms' notice specifying such breach;

(c) if, as the result of Force Majeure, the Firms are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.7.3 **Cessation of Rights and Obligations**

Upon termination of this Contract pursuant to Clause GC 2.7 , or upon expiration of this Contract pursuant to Clause GC 2.3, all rights and obligations of the Parties hereunder shall cease, except :

(i) such rights and obligations as may have accrued on the date of termination or expiration;

(ii) the obligation of confidentiality set forth in Clause

GC 3.3 hereof; (iii) any right which a Party may have

under the Applicable Law.

2.7.4 **Cessation of Services**

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.7.1 or GC 2.7.2 hereof, the Firms shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Firms and equipment and materials furnished by the Client, the Firms shall proceed as provided, respectively, by Clauses GC 3.7 and GC 3.8.

2.7.5 **Payment upon Termination**

Upon termination of this Contract pursuant to Clauses 2.7.1 or 2.7.2, the Client shall make the following payments to the Firms:

(a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;

(b) except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.7.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

## 3. Obligations of the Firms:

### 3.1 General

The Firms shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate

advanced technology and safe methods. The Firms shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub- Firms or third parties.

## 3.2 Conflict of Interests

### 3.2.1 Firms Not to Benefit from Commissions, Discounts, etc.

The remuneration of the Firms pursuant to Clause 6 shall constitute the Firms' sole remuneration in connection with this Contract or the Services, and the Firms shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Firms shall use their best efforts to ensure that the Personnel, any Sub-Firms, and agents of either of them, similarly shall not receive any such additional remuneration.

### 3.2.2 Procurement Rules of Funding Agencies

If the Firms, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Firms shall comply with any applicable procurement guidelines of the funding agencies and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Firms in the exercise of such procurement responsibility shall be for the account of the Client.

### 3.2.3 Firms and Affiliates Not to engage in certain Activities

The Firms agree that, during the term of this Contract and after its termination, the Firms and their affiliates, as well as any Sub-Firm and any of its affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

### 3.2.4 Prohibition of Conflicting Activities

Neither the Firms nor their Sub-Firms nor the Personnel shall

engage, either directly or indirectly, in any of the following activities:

(a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or

(b) after the termination of this Contract, such other activities as may be specified in the SC.

3.3 **Confidentiality**

The Firms, their Sub-Firms, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

3.4 **Insurance to Be Taken out by the Firms**

The Firms (a) shall take out and maintain, and shall cause any Sub-Firms to take out and maintain, at their (or the Sub-Firms', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 **Firms' Actions Requiring Client's Prior Approval**

The Firms shall obtain the Client's prior approval in writing before taking any of the following actions:

(a) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-Firm and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Firms shall remain fully liable for the performance of the Services by the Sub- Firm and its Personnel pursuant to this Contract;

(b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Sub-Firms"), and

(c) any other action that may be specified in the

SC.

### 3.6 Reporting Obligations

The Firms shall submit to the Client the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

### 3.7 Documents Prepared by the Firms to Be the Property of the Client

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Firms in accordance with Clause 3.6 shall become and remain the property of the Client, and the Firms shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Firms may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

### 3.8 Equipment and Materials Furnished by the Client

Equipment and materials made available to the Firms by the Client or purchased by the Firms with funds provided by the Client shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Firms shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client’s instructions. While in possession of such equipment and materials, the Firms, unless otherwise instructed by by the Client in writing, shall insure them at the expense of the Client in an amount equal to their replacement value.

## 4. Firms’ Personnel and Sub-Firms

### 4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Firms' Key Personnel are described in Appendix C. The Key Personnel and Sub-Firms listed by title as well as by name in Appendix C are hereby approved by the Client.

### 4.2 Removal and/or Replacement of Personnel

(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Firms, it becomes necessary to replace any of the Key Personnel, the Firms shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the Client finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Firms shall, at the Client's written request specifying the grounds there for, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client with negative financial implication of 2.50 % of the quoted monthly emoluments against the original key professional at the time of agreement.

(c) The Firms shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

## 5. Obligations of the Client

### 5.1 Assistance and Exemptions

Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall:

(a) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

(b) assist the Firms and the Personnel employed by the Firms for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;

(c) provide to the Firms, Personnel any such other assistance as may be specified in the SC.

### 5.2 Services and Facilities

The Client shall make available to the Firms and the Personnel, for the purposes of the services and free of any charge, the services, facilities and property described in Appendix D at the times and in the manner specified in said Appendix D, provided that if such services, facilities and property shall not be made available to the Firms as and when so specified, the Parties shall agree on (i) any

time extension that it may be appropriate to grant to the Firms for the performance of the Services, (ii) the manner in which the Firms shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Firms as a result thereof.

6. **Payment from the Firms:**

6.1 **revenue sharing**

Revenue Share: The Operator shall pay a Revenue Share Payment of 10% to BWCC at the end of each quarter. Revenue Share Payment for Quarter = 10 % × Net Revenue for Quarter (Gross Revenue less applicable GST/Cess). The payment is made to BWCC by operator every quarter including any GST as applicable

**6.2 fixed ground rent**

Annual ground rent as quoted by the bidder and accepted by BWCC paid at the start of every financial year in advance.

6.2 **Contract Price**

Deleted

6.3 **Payment for Additional Services**

Deleted

6.4 **Terms and Conditions of Payment**

Payments will be made to the account of the BWCC and according to the payment schedule stated in the SC.

6.5 **Interest on Delayed Payments**

If the operator has delayed payments beyond fifteen (15) days after the due date stated in the SC, interest shall be paid to the BWCC for each day of delay at the rate stated in the SC.

7. **Settlement of Disputes**

7.1 **Amicable Settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

7.2 **Dispute Settlement**

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

## III. SPECIAL CONDITIONS OF CONTRACT

**Number of GC Clause**

**Amendments of, and Supplements to, Clauses in the General Conditions of Contract**

[1.1 (h) The Member in Charge is _ _].

[1.4 The addresses are:

Client :_

Executive Engineer, Malleshwaram Division

Bengaluru west city corporation

Sampige Road, Opposite Mantri Square Mall, Near Bashyam Park

Malleshwaram, Bengaluru,

Karnataka-560003

Telephone No: .....Fax: 080-..... Email: .....

| | |
|---|---|
| Firms | : |
| Address | : |
| Telephone | : |
| Number | : |
| Fax | : |
| e-mail | : |

*[Note: Fill in the blanks]*

Notice shall be deemed to be effective as follows:

(a) in the case of personal delivery or registered mail, on delivery;

(b) in the case of telexes/e-mail, 24 hours following confirmed transmission and

(c) in the case of fax/facsimiles, 24 hours following confirmed transmission.]

[1.6 **Executive Engineer,**Malleshwaram
2nd cross Jaladarshini Layout, Near M S Ramaiah Hospital, Mathikere
Bangalore-54
Karnataka Firm shall nominate his authorized representative for execution of this contract through appropriate Power of Attorney supported by Board Resolution

The authorized representatives for client : E **Executive Engineer,**Malleshwaram
2nd cross Jaladarshini Layout, Near M S Ramaiah Hospital, Mathikere
Bangalore-54
Karnataka

The authorized representatives for Firms : Mr. ----------
Designation : ----------
Firm name and Address:

[1.7 The operator shall pay GST at 18% on the rent and revenue share .

[2.1 The date on which this Contract shall come into effect is : Date of Agreement

[2.2 The time period shall be 30 days

[2.3 The period shall be 60 months and can be extended for another 36 months at the sple discretion of BWCC with rent and revenue share as mutually agreed

[2.7.1 (e) Performance of firm : As per terms of reference and scope of services.

[3.4 The risks and the coverage's shall be:

(1) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988, in respect of motor vehicles operated in India by the Firms or their Personnel or any Sub-Firms or their Personnel, for the period of Consultancy;

(2) Client's liability and workers' compensation insurance in respect of the Personnel of the Firms and of any Sub-Firm, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate;

(3) Professional liability insurance, with a minimum coverage equal to total contract value for this consultancy; and

(4) Insurance against loss of or damage to (i) all equipment in the premises (ii) for the entire building and facilities

[3.5 (c) As defined in Terms Of Reference (TOR).

[3.7 The Firms shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.]

[5.1 the BWCC shall pay property tax and provide any plan sanctions required

[6.1 **revenue sharing**

Revenue Share: The Operator shall pay a Revenue Share Payment of 10% to BWCC at the end of each quarter. Revenue Share Payment for Quarter = 10 % × Net Revenue for Quarter (Gross Revenue less applicable GST/Cess). The payment is made to BWCC by operator every quarter including any GST as applicable

**6.2 fixed ground rent**

Annual ground rent as quoted by the bidder and accepted by BWCC to be paid to BWCC at the Start of every year in advance from the date of work order.

[6.4 Payments shall be made according to the

following schedule :

**Terms of Payment:**

An escrow account shall be opened between BWCC and the operator, all the revenues shall be collected only to the escrow account.

Revenue sharing shall be paid every quarter to the designated account of BWCC

The ground rent shall be paid in advance at the start of every year to the designated account of BWCC

[6.5 Payment shall be made within 45 days of receipt of the invoice and the relevant documents specified in Clause 6.4, and within 60 days in the case of the final payment. The interest payable on delayed payment is @ the rate of 12% per annum

[7.2 Differences/dispute/grievances shall be settled by dispute resolution board in accordance
with the following Procedure

a) The dispute resolution board is under the chairman ship of Commissioner, BWCC. The disputes or differences shall be referred to dispute resolution board. The dispute resolution board shall shuttle the differences/dispute/grievances within 60 days from the receipt of the same.

b) The dispute resolution board proceedings shall be held in Commissioner, BWCC, and the language of the proceedings and that of all documents and communications between the parties shall be in English.

c) The performance under the contract shall continue during the dispute resolution proceedings and payments due to the Firm by the Client shall not be withheld, unless they are the subject matter of the dispute.

# IV. APPENDICES

## Appendix A Description of Services

As explained in TOR section

## Appendix B Reporting Requirements

The Operator shall submit the following reports to Bengaluru West City Corporation throughout the Contract Period. All reports shall be submitted in electronic form (PDF) with a signed covering letter, and a physical copy upon request.

| Report | Frequency | Due Date | Minimum Contents |
|---|---|---|---|
| Weekly Activity Report | Weekly | Every Monday for preceding week | Sports conducted, participant count per discipline, revenue collected, incidents (if any) |
| Monthly Progress Report | Monthly | 15th of following month | Participant numbers per discipline, revenue summary, staffing update, maintenance issues, community activities |
| Quarterly Progress Report | Quarterly | Within 5 working days of end of quarter | 3-month performance summary, revenue breakup per discipline, areas of improvement, areas of concern |
| Annual Report | Annual | Within 30 days of anniversary of Commencement Date | Full-year performance summary, audited revenue and cost statement, achievements, plan for next year |
| Revenue Share Statement | Quarterly (Model A) | Submitted with Revenue Share Payment within 21 days of end of each quarter | Gross Revenue, Deductions (GST/Cess), Net Revenue, Revenue Share % and Amount Payable, signed by CA |

**Monthly Meeting**

The Facility Manager / Project Director, along with relevant Key Personnel, shall meet with BWCC ’s nominated point of contact at least once per month to review operational performance, discuss the work plan for the coming month, and address any challenges.

**Quarterly Review Meeting**

The Project Director and Key Personnel shall meet with BWCC ’s authorised representative at least once every 3 months to review performance against targets, discuss the quarterly work plan, and assess improvements.

**Report Format**

The format for each report shall be mutually agreed between the Client and the Operator within 30 days of signing the Contract. The Operator may propose formats; the Client’s approval shall be required.

## Appendix C Resources Committed by Operator

(To be completed and submitted by the Operator as part of Form 3G. One resource shall be proposed for only one position. Details to be updated upon contract award with actual names, certifications, and deployment dates.)

C-1: Senior Leadership Team

| Sl. | Name | Position | Highest Qualification | Sporting / Professional Background |
|---|---|---|---|---|
| 1 | | Director / CEO | MBA / PGDM — Institution: _____ | International sporting representation (sport, years, level); Management background |
| 2 | | Co-Founder / CSO / Operations Head | | Business development / operations leadership; relevant sectors and years |
| 3 | | Sports Technical Advisor | | Sports academy / centre of excellence; athlete development experience; institutional affiliations |
| 4 | | Facility Manager (On-site) | | Years of facility / sports complex management experience |

C-2: Head Coaches (per Discipline)

| Sl. | Name | Sport / Discipline | Certifications & Issuing Authority | Coaching Experience (Years, Levels, Organisations) |
|---|---|---|---|---|
| 1 | | Table | | |

| | | | | |
|---|---|---|---|---|
| | | Tennis | | |
| 2 | | Martial Arts (Karate) | | |
| 3 | | Martial Arts (Taekwondo) | | |
| 4 | | Gymnasium / Strength & Conditioning | | |
| 5 | | Cricket | | |
| 6 | | Yoga / Fitness | | |
| 7 | | [Additional Discipline] | | |

C-3: Support Staff

| **Sl.** | **Name** | **Position** | **Qualifications** | **Tasks** |
|---|---|---|---|---|
| 1 | | Front Desk / Membership Executive | | Member enrolment, fee collection, scheduling |
| 2 | | Housekeeping Supervisor | | Cleanliness, hygiene, waste management |
| 3 | | Equipment & Maintenance Coordinator | | Sports equipment inventory, minor repairs, AMC coordination |
| 4 | | Marketing & Community Outreach Executive | | Enrolment drives, social media, community events |
| 5 | | [Additional Support Staff | | |

| | | | | |
|---|---|---|---|---|
| | | as required] | | |

Note: The Client shall have the right to verify all credentials, certifications, and experience claims made in this Appendix. The Operator shall submit updated profiles of all Key Personnel at least 15 days before commencement of operations or deployment, as applicable.

## Appendix D Services and Facilities responsibilities

Below is the responsibility matrix

| Sl. | Item / Facility | Notes / Conditions |
|---|---|---|
| 1 | Access to the BWCC Youth & Sports Complex, Malleshwaram, including all floors and areas listed in Appendix A | Subject to agreed Operating Plan and scheduling. BWCC retains the right to use public areas for civic events on prior notice. |
| 2 | Existing BWCC -owned sports equipment and infrastructure currently installed at the Complex | Provided on as-is-where-is basis. Operator is responsible for maintenance and upkeeping of all the equipment's and infrastructure of the facility inlcduing gates, compound walls, roiads, parking and all floors and activity centers |
| 3 | Security personnel | The Operator shall appoint security personnel for access control and facility safety. |
| 4 | Facilitation in obtaining required licences, NOCs, and approvals from BWCC and BWCC -affiliated bodies | On best-effort basis. The Operator remains solely responsible for obtaining all mandatory approvals. |
| 5 | Housekeeping and sanitation services for common areas and external areas (outside the Operator's operational zones), as applicable | All in Operators scope |
| 6 | Water supply to the Complex | All in Operators scope including procuring water and payments |
| 7 | Basic structural and civil maintenance of the building (excluding interior works | All in Operators scope |

| | | |
|---|---|---|
| | within Operator’s areas) | |
| 8 | BWCC ’s name, branding, and endorsement for community outreach and enrolment programmes | The Operator may use BWCC ’s name in promotional materials subject to prior written approval for each usage. |
| 9 | Property tax and building plan sanctions | BWCC shall pat the property taxes and provide necessary sanctions |
| | | |

## Appendix E Revenue Share Payment Schedule

| | |
|---|---|
| Revenue Share Percentage | 10% percent) of Net Revenue per quarter |
| Ground rent per annum | INR….. |

*the ground rent shall be increased by 5% year on year

(Model A — Revenue Share Payment Schedule)

| Sl. | Year | Quarter | Due Date | Notes |
|---|---|---|---|---|
| 1 | Year 1 | Q1 | Within 21 days of completion of Q1, Year 1 | First payment due 21 days after end of first full quarter of operations |
| 2 | Year 1 | Q2 | Within 21 days of completion of Q2, Year 1 | |
| 3 | Year 1 | Q3 | Within 21 days of completion of Q3, Year 1 | |
| 4 | Year 1 | Q4 | Within 21 days of completion of Q4, Year 1 | |
| 5 | Year 2 | Q1 | Within 21 days of completion of Q1, Year 2 | |
| 6 | Year 2 | Q2 | Within 21 days of completion of Q2, Year 2 | |
| 7 | Year 2 | Q3 | Within 21 days of completion of Q3, Year 2 | |
| 8 | Year 2 | Q4 | Within 21 days of completion of Q4, Year 2 | |
| 9 | Year 3 | Q1 | Within 21 days of completion of Q1, Year 3 | |
| 10 | Year 3 | Q2 | Within 21 days of completion of Q2, Year 3 | |
| 11 | Year 3 | Q3 | Within 21 days of completion of Q3, Year | |

| Sl. | Year | Quarter | Due Date | Notes |
|---|---|---|---|---|
| | | | 3 | |
| 12 | Year 3 | Q4 | Within 21 days of completion of Q4, Year 3 | |
| 13 | Year 4 | Q1 | Within 21 days of completion of Q1, Year 4 | |
| 14 | Year 4 | Q2 | Within 21 days of completion of Q2, Year 4 | |
| 15 | Year 4 | Q3 | Within 21 days of completion of Q3, Year 4 | |
| 16 | Year 4 | Q4 | Within 21 days of completion of Q4, Year 4 | |
| 17 | Year 5 | Q1 | Within 21 days of completion of Q1, Year 5 | |
| 18 | Year 5 | Q2 | Within 21 days of completion of Q2, Year 5 | |
| 19 | Year 5 | Q3 | Within 21 days of completion of Q3, Year 5 | |
| 20 | Year 5 | Q4 | Within 21 days of completion of Q4, Year 5 | Final payment; reconciliation to be completed within 30 days |

Notes:

- Revenue Share Payment = Revenue Share % × Net Revenue for the Quarter
- Net Revenue = Gross Revenue less applicable GST and Cess
- The Operator shall submit a quarterly Revenue Share Statement signed by a Chartered Accountant along with each payment
- Reconciliation of payments for each financial year shall be completed within one month of finalisation of audited annual financial statements
- On completion of five years from the Commencement Date, the Client reserves the right to review performance and renegotiate the Revenue Share percentage or Management Fee on mutually agreeable terms
- Any delay in Revenue Share Payment shall attract interest at 12% per annum from the due date to the date of actual payment

## Appendix F Form of Guarantee for Performance Security

(Proforma Bank Guarantee)
(To be stamped in accordance with the applicable Stamp Act)

To,
The Executive Engineer,
Malleshwaram Division
Bengaluru West City Corporation,
[Address], Bengaluru — Karnataka
WHEREAS M/s ..... [Name and address of Operator] (hereinafter called "the Operator") has undertaken, in pursuance of Contract No. ..... dated ..... to provide the services for the "Selection of Professional Sports Facility Management Operator for the BWCC Youth & Sports Complex, Malleshwaram, Bengaluru" on the terms and conditions set forth in the Contract;
AND WHEREAS it has been stipulated in the Contract that the Operator shall furnish you with a Bank Guarantee by a Nationalized Bank or Scheduled Commercial Bank approved by the Reserve Bank of India, for the sum specified therein as security for compliance with obligations under the Contract;
AND WHEREAS we have agreed to give the Operator such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Operator, up to a total of:

**INR _____**

(Rupees _____ only)

and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of INR ..... as aforesaid, without your needing to prove or show grounds or reasons for your demand for the sum specified therein.
We hereby waive the necessity of your demanding the said debt from the Operator before presenting us with the demand.
We further agree that no change, addition, or modification of the terms of the Contract or of the Services, or of any of the Contract documents, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.
The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the Operator or of the Bank.

Our liability under this guarantee is restricted to INR ……..
(Rupees ……..). This guarantee shall remain valid until 90 days after the date of expiry of the Contract Period, i.e., until ……..